



GOVERNMENT OF INDIA

Chandigarh Administration Gazette

Published by Authority

NO. 076] CHANDIGARH, MONDAY, MAY 26, 2025 (JYAISTHA 05, 1947 SAKA)

CHANDIGARH ADMINISTRATION
DEPARTMENT OF SOCIAL WELFARE WOMEN & CHILD DEVELOPMENT

Notification

The 20th May, 2025

No. SWD/JJ Act/2025/4158.—In exercise of the powers conferred under Rule 87 of Chandigarh Juvenile Justice (Care & Protection of Children) Rules 2017, the Administrator, Union Territory, Chandigarh is pleased to re-constitute a Selection Committee consisting of the following for the selection of Chairperson and Members of Child Welfare Committee, Members of Juvenile Justice Board and Non-official Members of Inspection Committee under the provisions of Juvenile Justice (Care & Protection of Children) Act, 2015 in the Union Territory of Chandigarh :-

- | | |
|--|---------------------|
| 1. Justice Raj ShekharAttri,
Former Judge of Punjab & Haryana High Court. | .. Chairman |
| 2. Director Social Welfare, Women & Child Development,
Chandigarh Administration. | .. Member Secretary |
| 3. Chairperson, Chandigarh Commission for Protection of Child Rights,
1st Floor, Admn Block, Snehalaya, Village Maloya, Chandigarh. | .. Member |
| 4. Dr.Sadbhavna Pandit, HOD Pediatrics,
Government Multi Speciality Hospital, Sector 16, Chandigarh | .. Member |
| 5. Dr. Vijay Girdhar, HOD, Psychiatrist,
Government Multi Speciality Hospital, Sector 16, Chandigarh. | .. Member |
| 6. Ms.Sangeeta Jain, Executive Director, Society for Rehabilitation of
Mentally Challenged (SOREM), Opp. Income Tax Flats,
Sector 36-C, Chandigarh | .. Member |
| 7. Ms. Franey Sood, Co-founder & Director, Kachi Sadak Foundation,
#162, 1st Floor, Sector 16, Panchkula, Haryana. | .. Member |

The term of the above Committee shall be for a period of three years from the date of publication of this notification in the Chandigarh Administration Gazette.

Signature Not Verified
Digitally signed by
SURESH BALA
Date: 2025.05.26
16:17:29 (IST)
Reason: Published
Locally

Dated : 20.05.2025.

CHIEF SECRETARY,
CHANDIGARH ADMINISTRATION.

(881)

This is Digitally Signed Gazette. To verify, visit :
<https://egazette.chd.gov.in>

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 19th May, 2025

No. 13/2/150(449151)-HII(2)-2025/7576.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **46/2024** dated **03.04.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

CHANDIGARH TRANSPORT UNDERTAKING EMPLOYEES UNION, CHANDIGARH IN
RESPECT OF SH. ASHWANI KUMAR - CONDUCTOR NO. 748 (BEARING ID-62/23). (Union)

AND

DIVISIONAL MANAGER, C.T.U., U.T., CHANDIGARH. (Management)

AWARD

1. Vide Endorsement No.13/2/150-HII(2)-2024/13542 Dated 30.08.2024 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the demand notice dated 03.07.2023 in respect of Shri Ashwani Kumar - Conductor No.748 (bearing ID-62/23) (*here-in-after in referred "workman"*) raised by the Chandigarh Transport Undertaking Employees Union (*here-in-after referred "Union"*) upon The Divisional Manager, C.T.U., U.T. Chandigarh (*here-in-after in referred "management"*) under Section 2(k) of the Industrial Disputes Act, 1947 (*here-in-after in short referred "ID Act"*) in following words :-

"Whether the demand raised in the demand notice dated 03.07.2023 by Chandigarh Transport Undertaking Employees Union, Chandigarh in respect of Sh. Ashwani Kumar, Conductor No.748 (bearing ID-62/23) and the Divisional Manager, C.T.U. U.T., Chandigarh are genuine and justified. If so, to what effect and to what relief the Union/Workers are entitled to, if any ?"

2. Upon notice, the Union appeared through its Representative, who made the statement that demand notice dated 03.07.2023 may be treated as statement of claim.

3. Briefly stated the averments of demand notice-cum-statement of claim under Section 2(k) of ID Act are that on 03.07.2023 a meeting of Chandigarh Government Transport Worker's Union, CTU, Chandigarh was held and it was unanimously resolved that injustice has been done with the workman at the hands of the management by passing various illegal orders of punishment against him. Though, keeping in view the facts and circumstances of many cases, management passed punishment orders whereby minor punishments of stoppage of increments without cumulative effect, punishment of recovery and punishment of censure have been passed but while passing these orders further pay of suspension period have been denied illegally without giving opportunity of hearing. Therefore, Union has now decided to fight for justice on his behalf by raising demand notice and file the case on his behalf before the Assistant Labour Commissioner and Labour Court / Labour Tribunal, U.T. Chandigarh. Further, Union has authorised President and Secretary of the Union to pursue the case on behalf of the Union / Workman and to sign necessary pleadings in respect of the same and to engage the services of authorised Representative to represent the Union before the Assistant Labour Commissioner and Labour Court / Labour Tribunal, U.T. Chandigarh. The management has passed following illegal orders :-

- a. Order No.512 dated 15.06.2021 whereby the services of the workman were censured and further it was observed that the pay of suspension period shall be limited to the subsistence allowance only.

- b. Order dated 22.11.2001, whereby one increment was stopped without cumulative effect and further the pay of the suspension period was limited to the subsistence allowance already paid.
- c. Order dated 29.05.2002, whereby one increment was stopped without cumulative effect and further the pay of the suspension period was limited to the subsistence allowance already paid.
- d. Order dated 11.06.2002, whereby two increments were stopped without cumulative effect and further the pay of the suspension period was limited to the subsistence allowance already paid.
- e. Order dated 26.03.2002, whereby the punishment of careful in future/censure was passed on cyclostyled paper and further it was ordered that the pay of the suspension period was limited to the subsistence allowance already paid.
- f. Order dated 11.06.2002, whereby two increments were stopped without cumulative effect and further the pay of the suspension period was limited to the subsistence allowance only.
- g. Order dated 07.07.2003, whereby two increments were stopped without cumulative effect and further the pay of the suspension period was limited to the subsistence allowance already paid.
- h. Order No.1538/ECC/CTU-1/2003 dated 12.12.2003, whereby two increments were stopped without cumulative effect and further the pay of the suspension period was limited to the subsistence allowance already paid.
- i. Order dated 26.10.2005/24.11.2005, whereby the services of workman were censured and further it was ordered that the pay of the suspension period was limited to the subsistence allowance already paid.
- j. Order dated 04.04.2002 whereby the services of the workman were censured and further it was stated that the pay of the suspension period is limited to the subsistence allowance only as already paid.
- k. Order dated 24.11.2005, whereby the services of workman were censured and further it was ordered that the pay of the suspension period was limited to the subsistence allowance already paid.

4. It is further averred that by passing the above illegal orders, pay of the suspension period have been limited to subsistence allowance already paid without giving any opportunity of hearing. As per the provisions of Rule 7.3 of Punjab Civil Services Rules Vol.-I, as were made applicable to workman provides that the separate show-cause notice must be issued to the employee before denying him pay of suspension period. As per Rules, when punishing authority pass an order of punishment, and only thereafter, it is to be decided whether employee is given full pay of suspension period or same is limited to the subsistence allowance already paid. Since by the above orders the pay of the workman was limited to subsistence allowance by a common order only. No show-cause notice was issued. It is settled law that any order which visits to government employee with civil consequences cannot be passed without giving opportunity of hearing. By all the above-mentioned orders Sr. No.(a) to (k) minor punishments have been passed against the workman. It is settled law that if the punishing authority finally pass an order of minor punishment, the full pay of suspension period cannot be denied. Workman recently got copy of his entire service book and the punishment orders through RTI. Only then the workman came to know that the above illegal orders have been passed against him whereby the pay of the suspension period has been denied. After receiving the copy of service book and punishment orders, workman made several requests to the management to withdraw the illegal orders and to regularise the period of suspension for the purpose of pay etc. and to release consequential benefits but the management failed to release the benefits of workman. Hence, the demand notice. Even otherwise, the above orders are void *ab-initio* because the same have been passed without giving any separate notice as required

under Rule 7.3 of the Punjab Civil Services Rule Vol.-I and the law settled by the Hon'ble High Court of Punjab & Haryana. Cause of action is continuing cause of action because the workman is being paid less due to these illegal orders. It is further averred that by means of this demand notice, the management is once again called upon to the suspension period may be treated as duty period, which is denied vide orders Sr. No.(a) to (k) above and to release all the consequential benefits of pay, seniority, increments and difference of pay along with interest @ 12% p.a. from the date of accrual till its realisation within a period of 15 days from receipt of this demand notice.

5. On notice, management appeared through Sh. Yadwinder Singh - Law Officer. The management neither filed written statement despite availing repeated opportunities nor paid the cost as imposed vide order dated 14.01.2025. Thus, vide order dated 30.01.2025, the defence of the managements No.1 & 2 was struck off.

6. For the adjudication of the case, in terms of reference order dated 30.08.2024, the following issues were framed vide order dated 30.01.2025 :-

1. Whether the demand raised in the demand notice dated 03.07.2023 by the Chandigarh Transport Undertaking Employees Union is genuine and justified? if so, to what effect and to what relief the Workers Union/Workman is entitled to, if any? OPW
2. Relief

7. In evidence, Union examined workman Ashwani Kumar as AW1 and tendered his affidavit Exhibit 'AW1/A' along with documents i.e. copy of punishment order No.1015/ECC/CTU-1 dated 22.11.2001 vide **Exhibit 'W1'**, copy of punishment order bearing endorsement No.409/ECC/CTU-II/02 dated 04.04.2002 vide **Exhibit 'W2'**, copy of punishment order No. 619/ECC/CTU-1 dated 29.05.2002 vide **Exhibit 'W3'**, copy of punishment order No.645/ECC/CTU-1 dated 11.06.2002 vide **Exhibit 'W4'**, copy of punishment order No.790/ECC/CTU-1 dated 26.07.2002 vide **Exhibit 'W5'**, copy of punishment order No.857/ECC/CTU-1 dated 07.07.2003 vide **Exhibit 'W6'**, copy of punishment order No.1538/ECC/CTU-1 dated 12.12.2003 vide **Exhibit 'W7'**, copy of punishment order bearing endorsement No.220/ECC/CTU-1/05 dated 21.04.2005 vide **Exhibit 'W8'**, copy of punishment order bearing endorsement No.2175/ECC/CTU-1/05 dated 24.11.2005 vide **Exhibit 'W9'** and attested copy of his service book obtained under RTI Act, (consisting of pages 1 to 99) vide **Exhibit 'W10'**.

8. It is pertinent to mention here that on moving of application dated 04.02.2025 by the workman for issuing directions to the management to place on record inquiry file, on 18.02.2025 Sh. Joginder Singh, Data Entry Operator O/o CTU Chandigarh tendered on record copy of inquiry file of workman Ashwani Kumar, C-748 consisting of pages No.1 to 72.

9. On 02.04.2025, Learned Representative for the workman / Union closed evidence.

10. I have heard arguments of Learned Representative for the Union and Learned Law Officer for the management and perused the judicial file. My issue-wise finding are as below :-

Issue No. 1 :

11. Onus to prove this issue is on the Union/Workman.

12. Under this issue, Union examined workman Ashwani Kumar, C.No.748 as its witness and vide his affidavit Exhibit 'AW1/A' deposed the averments of demand notice dated 03.07.2023-cum-statement of claim in toto which are not reproduced here for the sake of brevity. It is pertinent to mention here that in Para 1 of the statement of claim the punishment order mentioned at Sr. No. d & f is the same but workman in his affidavit Exhibit 'AW1/A' corrected Sr. No. f by mentioning order dated 07.07.2003 whereby two increments of the workman were stopped without cumulative effect and further it was ordered that period of suspension shall be limited to subsistence allowance already paid. AW1 supported his oral version with documents Exhibit 'W1' to Exhibit 'W10'.

13. Learned Representative for Union argued that when in the departmental proceedings, order of minor punishment is passed then pay of the suspension period above the subsistence allowance cannot

be denied. If the pay of suspension period above the subsistence allowance is denied, that will cost more harshly to employee than to the substantive punishment given to the employee. If pay of suspension period is denied, in that case period of suspension shall not be counted for the purpose of seniority, annual increment and pensionary benefits. Therefore, by passing order of denial of pay above the subsistence allowance amounts to permanent loss of the said period which may have more penal consequences than the substantive order of punishment passed for the alleged misconduct. Vide punishment order under challenged, the departmental proceedings had terminated in passing of minor punishments but at the same time pay of suspension period beyond the subsistence allowance has been denied which action is illegal, void ab-initio being against rules and settled law. To support his argument, Learned Representative for the Union referred the judgment titled as *Swaranjit Singh Vs Haryana State Electricity Board & Anr.* reported in **2015 (3) SCT 317 P & H.**

14. On the other hand, Learned Law Officer argued that the workman has challenged the punishment order No.512 dated 15.06.2001, 22.11.2001, 29.05.2002, 11.06.2002, 26.07.2002, 07.07.2003, order No.1538/ECC/CTU-I dated 12.12.2003, 26.10.2005, 04.04.2002 and 29.11.2005 mentioned at Sr. No. a to j of affidavit Exhibit 'AW1/A'. The workman raised Industrial Dispute challenging the legality of above orders on 03.07.2023 i.e. after a delay of about 18 years without offering any explanation of delay. Thus, the demand notice-cum-statement of claim is liable to be dismissed on this ground alone.

15. In the present case, the workman has not disputed that the punishment orders under challenge were passed by the department - management after adopting due procedure of law. The grievance of the workman is that vide the punishment orders apart from awarding minor punishment of withholding increment/increments with or without cumulative effect, the workman's pay of the suspension period has been limited to the subsistence allowance already paid. The proposition of law is that when a minor punishment is imposed, the withdrawal of the benefits for the period of suspension would not be justified. The law laid down by our own Hon'ble High Court in judgment reported in **2015 (3) SCT 317 (supra)** is applicable to the facts of the present case to an extent but the ground is raised by the workman to challenge the punishment orders dated 15.06.2001, 22.11.2001, 29.05.2002, 11.06.2002, 26.07.2002, 07.07.2003, 12.12.2003, 26.10.2005, 04.04.2002 and 29.11.2005 after a period of about 17-18 years, cannot be entertained in view of the law laid down by Hon'ble Supreme Court of India, in *Civil Appeal No. 1852 of 1989 with Civil Appeal No. 4772 of 1989* titled as *State of Punjab Vs Gurdev Singh & Ashok Kumar, decided on 21.08.1991*, referred by Learned Law Officer, wherein it has been held that in the absence of any challenge to the punishment order within the prescribed limitation period, the Court could not have looked into the said aspect.

16. In the present case, the workman has not been able to rebut that even the void orders are to be challenged within a period of three years. The declaration sought by the workman that the punishment orders are illegal whereby the pay of suspension period is limited to subsistence allowance already paid is governed by Article 113 of the Limitation Act, 1963. The punishment orders in this case are challenged much after the expiry of three years from the date when the right to sue accrues. The right to sue accrued to the workman on the date when the respective punishment orders were passed. Moreover, the punishment order dated 07.07.2003 mentioned in Para 1 Sr. No. f of affidavit Exhibit 'AW1/A' is beyond pleadings. Consequently, the claim of the workman is barred by limitation.

17. Accordingly, this issue is decided against the Union / workman and in favour of the management.

Relief :

18. In the view of foregoing finding on the issue above, this industrial dispute reference is declined and answered against the Union. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,

Union Territory, Chandigarh.

UID No. PB0152

Dated : 03.04.2025 .

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 19th May, 2025

No. 451282-HII(2)-2025/7600.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **68/2024** dated **03.04.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

CHANDIGARH TRANSPORT UNDERTAKING EMPLOYEES UNION, CHANDIGARH IN
RESPECT OF SH. SURINDER SINGH - CONDUCTOR NO. 499. (Union)

AND

DIVISIONAL MANAGER, C.T.U., U.T., CHANDIGARH. (Management)

AWARD

1. Vide Endorsement No.451282-HII(2)-2024/16679 Dated 04.11.2024 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the demand notice dated 07.07.2022 in respect of Shri Surinder Singh - Conductor No.499 (Retd.) (*here-in-after in referred "workman"*) raised by the Chandigarh Transport Undertaking Employees Union (*here-in-after referred "Union"*) upon The Divisional Manager, C.T.U., U.T. Chandigarh (*here-in-after in referred "management"*) under Section 2(k) of the Industrial Disputes Act, 1947 (*here-in-after in short referred "ID Act"*) in following words :-

"Whether the demand raised in the demand notice dated 07.07.2022 by the Chandigarh Transport Undertaking Employees Union Chandigarh in respect of Sh. Surinder Singh, Conductor No.499 (Retd.) and the Divisional Manager, C.T.U. U.T., Chandigarh are genuine and justified. If so, to what effect and to what relief the Union/Workers are entitled to, if any ?"

2. Upon notice, the Union appeared through its Representative, who made the statement that demand notice dated 07.07.2022 may be treated as statement of claim.

3. Briefly stated the averments of demand notice-cum-statement of claim under Section 2(k) of ID Act are that on 09.07.2022 a meeting of Chandigarh Government Transport Worker's Union, CTU, Chandigarh was held and it was unanimously resolved that injustice has been done with the workman at the hands of the management by non-grant of ACP Scales on completion of 4, 9, 14 years of service in view of instruction dated 03.11.2006 issued by State of Punjab and adopted by Chandigarh Administration. Therefore, Union has now decided to fight for justice on his behalf by raising demand notice and file the case on his behalf before the Assistant Labour Commissioner and Labour Court / Labour Tribunal, U.T. Chandigarh. Further, Union has authorised President and Secretary of the Union to pursue the case on behalf of the Union/Workman and to sign necessary pleadings in respect of the same and to engage the services of authorised Representative to represent the Union before the Assistant Labour Commissioner and Labour Court/Labour Tribunal, U.T. Chandigarh. It is further submitted that the workman joined his service in February, 1984 and since then he had been working continuously against the same post till his retirement on superannuation on 31.05.2021. Workman was not given any promotion and promotional pay scale throughout his service. The State of Punjab issued instruction on 25.09.1998, whereby it was decided to grant ACP Scales on completion of 8, 16, 24 and 32 years of service to employees who have not got promotion and promotional pay scale. These instructions were also adopted by U.T. Chandigarh. Thereafter the instructions dated 25.09.1998 were replaced by issuing another instructions dated 03.11.2006 issued by State of Punjab and adopted by Chandigarh Administration. Under the instructions dated 03.11.2006, it was decided to grant ACP Scales on completion of 4, 9, 14 years of service if employee has not got any promotion and promotional pay scale. Under these instructions option was

given to employee to claim benefit of ACP Scale as per the instructions dated 25.09.1998 or instructions dated 03.11.2006. The workman opted for grant of ACP Scale to him as per instructions dated 03.11.2006. For the grant of ACP Scale, only ACR record of the workman is to be taken into consideration and further employee should not be under punishment on the date he has become entitled for ACP Scale. If employee is not found eligible for grant of ACP Scale on ground of requisite period of service, then same has to be granted from the date employee becomes eligible for the same. Workman joined his service in 1984. Throughout his service, no adverse ACR was conveyed to him. It is well settled law that if any adverse ACR was not conveyed to employee and no opportunity was given to employee to make representation against the same, in that case ACR shall be considered good and promotion as well as ACP Scale cannot be denied to him. Thus, workman is legally entitled for ACP Scale on completion of 4, 9, 14 years of service as per instructions dated 03.11.2006 but the case of the workman was never considered for grant of ACP Scale throughout his service which act on the part of the management - department is illegal and against the Rules. Same benefit of ACP Scale is granted to similar situated employee and many juniors to workman. The ACR record of the workman was good throughout his service. In the CTU promotion of Conductor is made to the post of Sub-Inspector and Inspector strictly as per seniority. The services of the workman were extended beyond 55 years of age till his superannuation on attaining the age of 58 years. The criteria for extension of service beyond age of 55 years is same as criteria is considered for promotion and grant of ACP Scale, therefore, denial of ACP Scale to the workman is illegal and against the Rules. It is settled law that promotion and ACP Scale cannot be denied unless the employee is found unfit for promotion and it can also not be denied due to minor punishment.

4. It is further submitted that by means of this demand notice, the management are once again called upon to grant ACP Scales on completion of 4, 9, 14 years of service in view of the instructions dated 03.11.2006 and to pay the difference of pay and pensionary benefits along with interest @ 9% p.a. from the date of accrual till its realisation within a period of 15 days from receipt of this demand notice.

5. On notice, management appeared through Sh. Jasvinder Singh Gill - Law Officer. The management neither filed written statement despite availing repeated opportunities nor paid the cost as imposed vide order dated 14.01.2025. Thus, vide order dated 30.01.2025, the defence of the managements No.1 & 2 was struck off.

6. For the adjudication of the case, in terms of reference order dated 04.11.2024, the following issues were framed vide order dated 30.01.2025 :-

1. Whether the demand raised in the demand notice dated 07.07.2022 by the Chandigarh Transport Undertaking Employees Union is genuine and justified ? if so, to what effect and to what relief the Workers Union/Workman is entitled to, if any? OPW
2. Relief

7. In evidence, Union examined workman Surinder Singh as AW1, who tendered his affidavit Exhibit 'AW1/A' along with documents i.e. copy of instructions dated 25.09.1998 issued by Govt. of Punjab in respect of ACP Scheme on completion of 8, 16, 24 and 32 years of service in a cadre vide **Exhibit 'W1'**, copy of instructions dated 03.11.2006 issued by State of Punjab in respect of ACP Scheme on completion of 4, 9 and 14 years of service in a cadre vide **Exhibit 'W2'** and copy of award dated 14.07.2015 passed by Labour Court, U.T. Chandigarh titled as between Sucha Singh and CTU, Chandigarh bearing IDR No.138 of 2011 published in Chandigarh Administration Gazette on 07.10.2015 vide **Exhibit 'W3'**.

8. On 02.04.2025, Learned Representative for the Union / workman closed evidence.

9. I have heard arguments of Learned Representative for the Union and Learned Law Officer for the management and perused the judicial file. My issue-wise finding are as below :-

Issue No. 1 :

10. Onus to prove this issue is on the workers Union/Workman.

11. Under this issue, Union examined workman Surinder Singh, Ex. C.No.499 as AW1, who vide his affidavit Exhibit 'AW1/A' deposed the averments of demand notice dated 07.07.2022-cum-statement of claim in toto which are not reproduced here for the sake of brevity. AW1 supported his oral version with documents Exhibit 'W1' to Exhibit 'W3'.

12. Learned Representative for the Union argued that the claim of the workman for the grant of ACP Scales on the completion of 4, 9, 14 years of services as per the instructions dated 03.11.2006 / Exhibit 'W2'. The workman was eligible for the grant of ACP Scale on completion of 4, 9, 14 years of service because his ACR record was good throughout his service and no adverse ACR was ever conveyed to the workman throughout his service. In the present case, Learned Law Officer failed to controvert the workman's plea that he joined service in February, 1984 and retired on superannuation on 31.05.2021 on the attaining the age of 58 years and that throughout his service the workman was not granted any ACP Scale and promotional pay scale. Learned Law Officer further failed to controvert the workman's plea that service record of the workman remained good and no adverse ACR was ever conveyed to the workman throughout his service. As per the judgment of Hon'ble High Court of Punjab & Haryana referred by Learned Representative for the Union reported in *1993 (3) SCT 633* titled as *Harbans Singh - Ex. Superintendent G-III Versus Secretary, Govt. of Punjab, Election Deptt.* is applicable to the facts of the present case to an extent wherein it has been held that ACR not conveyed cannot be considered for denial of promotion and ACP Scale. Further as per the judgment of Hon'ble High Court of Punjab & Haryana referred by Learned Representative for Union reported in *2007 (1) SCT 409* titled as *Ratan Singh Sandhu Vs Punjab & Sindh Bank & Anr.*, is applicable to the facts of the present case to an extent, wherein it is held that due to order of minor punishment, promotion and ACP Scale cannot be denied. Para 3 (a) of instructions dated 03.11.2006 / Exhibit 'W2' provides that after service of 4, 9, 14 years in a post or posts in the same cadre, who is not promoted and not granted promotional pay scale shall be granted next higher scale in the hierarchy of pay scale after service of 4, 9, 14 years. The argument advanced by Learned Law Officer that claim for grant of ACP Scale is also barred by limitation is not acceptable as denial of ACP Scale is a recurring cause of action and bar of limitation does not apply. However, the benefit of difference of pay and pension shall be confined to period of three years before raising demand notice (demand notice raised on 07.07.2022). Consequently, workman is entitled to ACP Scales on completion of 4, 9, 14 years of service as per the instructions dated 03.11.2006 / Exhibit 'W2'.

13. Accordingly, this issue is decided in favour of the Union / workman and against the management.

Relief :

14. In the view of foregoing finding on the issue above, this industrial dispute reference is allowed and answered in favour of the Union / workman to the effect that the workman is held to re-fixation of pay & pension and consequential benefits thereof after grant of benefit of ACP Scales on completion of 4, 9, 14 years of service as per the instructions dated 03.11.2006 / Exhibit 'W2', however, the relief of arrears of difference is restricted to three years prior to raising of demand notice (demand notice raised on 07.07.2022). The management is directed comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this Award till its realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

UID No. PB0152

Dated : 03.04.2025 .

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 19th May, 2025

No. 514939-HII(2)-2025/7602.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **29/2023** dated **01.04.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

PARDEEP KUMAR S/O SH. RAM PRASAD, H.NO. 280, VILLAGE KAIMBWALA, U.T. CHANDIGARH. (WORKMAN)

AND

1. PRINCIPAL, GOVT. MODEL SCHOOL, SECTOR 43-A, CHANDIGARH.
2. M/S ESS KAY ENTERPRISES, H.NO. 3304, SECTOR 40-D, U.T.. CHANDIGARH. (MANAGEMENT)

AWARD

1. Pardeep Kumar, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the claimant-workman (*here-in-after 'workman'*) was appointed as Chowkidar by the management No.2 on 18.08.2015 and deployed at the workplace of management No.1 at Chandigarh. The workman remained in the continuous employment up to 25.11.2022 when his services were illegally and wrongfully terminated by refusing of work. The workman was drawing `16,900/- as wages per month at the time of termination. On 26.11.2022, when workman went to attend his normal duty, he was refused work without assigning any reason and notice. The workman then lodged a complaint with the Labour Inspector, U. T., Chandigarh for his reinstatement. The Labour Inspector fixed number of dates for an amicable settlement but the management No.2 only paid the outstanding dues to the workman refused to take back the workman on duty. The refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has violated Section 25F of the ID Act. No charge-sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. For his reinstatement, the workman served upon the management a demand notice dated 29.11.2022. The management neither replied the demand notice nor took the workman back on duty. On request, the Assistant Labour Commissioner-cum-Conciliation Officer, U.T, Chandigarh intervened but the management did not appear before the Conciliation Officer, U. T. Chandigarh on any date fixed for settlement. Therefore, the dispute could not be settled within the stipulated period. The action of management in terminating the services of the workman is illegal, wrongful, motivated and against the principle of natural justice and unfair labour practice. The workman remained unemployed during the period i.e. from the date of termination to till date. Prayer is made that workman may be reinstated with full back wages along with continuity of service without any change in service condition.

3. On notice, management No.1 contested the claim statement by filing written statement on dated 02.06.2023 wherein preliminary objections are raised on the ground that the present claim statement is not maintainable against the answering respondent (*here-in-after 'management'*) as the applicant (*here-in-after*

'workman') had been engaged on contractual basis by the outsourcing agency, who is to provide certain supporting services for which the contractor had been providing manpower through persons like the workman. The workman was not appointed by the answering management. In the present case, the workman has been appointed by the outsourcing agency and he was the employee of outsourcing agency. The workman was directed to provide the service as Chowkidar at School situated at Govt. Model High School, Sector 43-A, Chandigarh and the only responsibility of the school, as per the contract executed between the service provider and the school, is to see whether the contractor agency is paying wages to its employee regularly and following the relevant labour law. There is no relationship of employer and employee between the answering management and the workman. Hence, the claim of the workman for continuity of service cannot be accepted. The answering management is paying fixed wages for enjoying these services which are provided by the contractor. The workman has impleaded the answering management falsely. The workman with malafide intention is dragging the answering management into the Court. The claim of the workman may be dismissed on the ground of misjoinder of party. The workman has no cause of action against the answering management. The workman was engaged through service provider in August, 2015 through M/s Millennium Outsourcing & Manpower Consultant (P) Ltd. from August, 2015 to August, 2019. Thereafter, the contract of the outsourcing agencies has been tendered to M/s J.B. Security & Consultant (P) Ltd., Chandigarh from November, 2019 to September, 2020 vide letter dated 21.11.2019. Thereafter, the contract was awarded to M/s Aman Security Services w.e.f. 01.10.2020 to 30.06.2021 vide letter dated 02.09.2020. The services of the workman were not engaged / appointed by M/s Aman Security Services as intimated vide letter dated 22.07.2022. The workman has filed a claim before the Labour Inspector, Chandigarh claiming unpaid salary for the period 01.10.2020 to 24.11.2020. M/s Ess Kay Enterprises has only cleared the pending salary of Pardeep Kumar vide cheque No.553113 dated 17.10.2022 amounting to ` 31,374/- which was settled through the Labour Inspector, Sector 30, Chandigarh vide order dated 31.10.2022. The answering management neither appointed nor dismissed the workman nor it can take any disciplinary action against the workman nor it has complete control on workman. The answering management is not paying any salary/remuneration to the workman. All these functions are undertaken by the contractor. Therefore, the workman for all intent and purposes is the employee of the contractor and not the answering management.

4. Further on merits, it is stated that the workman was never appointed by the answering management. The services of the workman were not terminated. In fact, the service provider M/s Aman Security had not engage / appointed the workman for further services. The employment of the workman was not continued by the Aman Security Services. There is no relationship of employer-employee between the management No.1 and the workman. Therefore, the question of termination does not arise. The contents of Para 3 of the claim statement that 'on 26.11.2022 when the workman went to attend his normal duty, he was refused work without assigning any reason and notice' are replied being matter of record. It is admitted to the extent that the workman served upon a demand notice dated 29.11.2022. The Assistant Labour Commissioner vide letter dated 09.02.2023 had advised to approach the Appropriate Forum for adjudication of dispute. Further similar stand is taken as taken in the preliminary objections. Rest of the averments of claim statement are denied as wrong and prayer is made that statement of claim qua the answering management may be dismissed with heavy cost.

5. Management No.2 contested the claim statement by filing a separate written statement on dated 21.04.2023 wherein it is stated that management No.2 - M/s Ess Kay Enterprises has never appointed the workman in its establishment. As such, question of illegal termination by refusing of work does not arise. The workman never contacted management No.2 for work. It is correct to the extent that two months pending salary of ` 31,374/- was paid to the workman through cheque No.553113 dated 17.10.2022 drawn on Indian Overseas Bank, Sector 22-D, Chandigarh, as per instructions of the Director of School Education, Chandigarh Administration vide order No.275-DSE-UT-S8-11(47)16 dated 04.10.2022 through Principal-cum-Cluster Head, GMSSS - 44/B, Chandigarh. The workman never worked with the management No.2, so the

payment of retrenchment benefit to the workman under the ID Act does not arise. Rest of the averments of claim statement are denied as wrong except Para 5 which is replied in a formal manner being matter of record.

6. Workman filed on 22.08.2023 separate rejoinder to the written statement of management No.1 & 2, wherein Para 4 to 8 of the written statement of management No.1 are replied being matter of record and rest of the contents of respective written statements except admitted facts are denied as wrong and averments of claim statement are reiterated.

7. From the pleadings of parties, following issues were framed vide order dated 27.09.2023 :-

1. Whether the services of the workman are terminated illegally ? OPW
2. If issue No.1 is proved in affirmative, whether the workman is entitled to reinstatement with continuity of service, full back wages and all attending benefits, as prayed for ? OPW
3. Whether there is no relationship of employer & employee between the management No.1 & workman ? (management No.1)
4. Whether the claim statement is not maintainable ? OPM
5. Relief.

8. In evidence, workman Pardeep Kumar examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A'. On 05.11.2024, Learned Representative for workman closed evidence in affirmative.

9. On the other hand, management No.1 partly examined MW1 Varinder Kaur, Headmistress, Govt. Model High School, Sector 43-A, Chandigarh. Learned Law Officer for management No.1 vide his statement dated 20.02.2025 gave up MW1 Varinder Kaur on account of her medical unfitness. Management No.1 examined MW3 Reema, In-charge, Govt. Model High School, Sector 43-A, Chandigarh who tendered her affidavit Exhibit 'MW3/A'.

10. Management No.2 examined MW2 Sanjay Singh - Proprietor M/s Ess Kay Enterprises examined himself as MW2 who tendered his affidavit Exhibit 'MW2/A'.

11. On 06.03.2025, Sh. Bharat Singh - Representative for management No.2 closed evidence. On 01.04.2025, Sh. Yadwinder Singh - Assistant District Attorney (ADA) for management No.1 closed evidence.

12. I have heard the arguments of Learned Representatives for the workman and management No.2 and Learned ADA for management No.1 and perused the judicial file. My issue-wise finding are as below :-

Issues No. 1 to 3 :

13. All these issues are taken up together being inter-connected and in order to avoid repetition of discussion.

14. Onus to prove issues No.1 & 2 is on the workman and onus to prove issue No.3 is on the management No.1.

15. In order to prove its claim, workman Pardeep Kumar examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of statement of claim in toto which are not reproduced here for the sake of brevity.

16. To controvert the workman's claim, Learned ADA for management No.1 referred the testimony of MW3 Reema, In-charge, Govt. Model High School, Sector 43-A, Chandigarh who vide her affidavit Exhibit

'MW3/A' deposed the entire contents of written statement of management No.1 which are not reproduced here in order to avoid repetition.

17. Sh. Sanjay Singh - Proprietor for management No.2 examined himself as MW2 and vide his affidavit Exhibit 'MW2/A' deposed that M/s Ess Kay Enterprises has never employed the workman in the name of Pardeep Kumar S/o Sh. Am Prasad. The Establishment has neither employed the workman nor terminated his services. The workman never contacted to management No.2 M/s Ess Kay Enterprises for work. The establishment on the directions of Director of School Education, Chandigarh Administration vide its order No.275-DSE-UT-S8-11(47)16 dated 04.10.2022 given cheque No.553113 dated 17.10.2022 for sum of ₹ 31,374/- drawn on Indian Overseas Bank, Sector 22-D, Chandigarh in the name of Pardeep Kumar - workman handed over to Principal-cum-Cluster Head, GMSSS-44/B, Chandigarh. The workman never worked with the management No.2 M/s Ess Kay Enterprises, so the payment of retrenchment benefit to the workman under the ID Act does not arise.

18. From the evidence led by the parties, it comes out that the workman was initially engaged as Chowkidar in August, 2015 through service provider M/s Millennium Outsourcing & Manpower Consultant (P) Ltd. for the period August, 2015 to August, 2019 and deployed with the Govt. Model School, Sector 43-A, Chandigarh - management No.1. Thereafter, the contract was awarded to outsourcing agency M/s J. B. Security, Chandigarh for the period w.e.f. November, 2019 to September, 2020. In this manner, the workman remained deployed as a contractual worker with management No.1 continuously w.e.f. August, 2015 to September, 2020. After the completion of contract with M/s J. B. Security, Chandigarh, the management No.1 awarded the contract to M/s Aman Security Services for the period w.e.f. 01.10.2020 to 30.06.2021. The management No.1 has relied upon the letter bearing Memo No.GMHS/43/2022-23/317 dated 23.07.2022 addressed from Headmistress, Govt. Model High School, Sector 43-A, Chandigarh to the Proprietor M/s Aman Security & Detectives Services, Sector 47, Chandigarh relating to the subject of salary October and November, 2020 of Mr. Pardeep Kumar - Chowkidar and letter bearing Ref. No.ASD/GMHS-43/CHD/VII/2022 dated 27.07.2022 addressed from Proprietor Aman Security & Detectives (Regd.) to the Headmistress, Govt. Model High School, Sector 43-A, Chandigarh relating to the subject of salary October and November, 2020 of Mr. Pardeep Kumar - Chowkidar. As per the contents of the above letter dated 23.07.2022, the School awarded the contract to M/s Aman Security & Detectives for providing services of Group - D employee through GeM Portal for the period w.e.f. 01.10.2020 to 30.06.2021 and Mr. Pardeep Kumar continued performed duty as Chowkidar but agency i.e. M/s Aman Security & Detectives replaced Mr. Pardeep Kumar by another employee for their school. Mr. Pardeep Kumar worked as Chowkidar till 24.11.2020 under contract term of M/s Aman Security & Detectives but was not paid salary due to him from 01.10.2020 to 24.11.2020 along with the letter the attendance record of Mr. Pardeep Kumar was attached. As per the contents of above-mentioned letter dated 27.07.2022 Proprietor of Aman Security & Detectives intimated the Headmistress of School that Mr. Pardeep Kumar was never appointed through their agency on contract basis through GeM Portal and neither any intimation of his services reached to them and the monthly bill for the month of October, 2020 to November, 2020 has already been released by them after verifying the attendance provided by their school. The Proprietor - Aman Security & Detective further intimated that during the contract period of 01.10.2020 to 30.06.2021 any intimation / communication in this regard has never been received from the school to his agency for realizing bill for Mr. Pardeep Kumar - Chowkidar. From the above both letters dated 23.07.2022 and 27.07.2022, it is made out that salary for the period 01.10.2020 to 30.06.2021 was not paid by contractor - Aman Security & Detectives to the workman, though, the workman performed duty from 01.10.2020 to 24.11.2020 as a Chowkidar on contract basis with the School - management No.1 and the contract of the period 01.10.2020 to 30.06.2021 was awarded by the School - management No.1 to M/s Aman Security & Detectives which covers the disputed period from 01.10.2020 to 24.11.2020. From letter dated 27.02.2022, it is further proved that the services of the workman were disengaged by Aman Security & Detectives by replacing the workman with another employee. So far the salary of the disputed period 01.10.2020

to 24.11.2020 is concerned, it is own case of the workman that in the proceedings of the complaint before the Labour Inspector, U. T. Chandigarh the outstanding dues were paid to the workman. In the present case, the workman has not impleaded Aman Security & Detectives, Chandigarh which has replaced the workman with another employee for the School - management No.1. The only fact that on the direction of Director of School Education, Chandigarh Administration vide its order No.275-DSE-UT-S8-11(47)16 dated 04.10.2022 the management No.2 M/s Ess Kay Enterprises paid the amount of ₹ 31,374/- towards unpaid salary of workman for the period October and November, 2020 through cheque No.553113 dated 17.10.2022, Indian Overseas Bank does not create any liability of management No.2 as employer towards the workman. The contract of the school - management No.1 with management No.2 commenced w.e.f. 01.10.2022 i.e. much after the disengagement of the services of the workman by the previous contractor M/s Aman Security & Detectives. It is own case of the workman that M/s Ess Kay Enterprises had no contract with the school for the period 01.10.2020 to 24.11.2020. In this regard, MW2 Sanjay Singh when put to cross-examination by the workman, admitted the suggestion as correct that M/s Ess Kay Enterprises had no contract with the school for the period w.e.f. 01.10.2020 to 24.11.2020. Moreover, the workman has not placed on record any document showing his employment as a contractual worker with the school - management No.1 either directly or through the contractor for the period w.e.f. December, 2020 onwards. The statement of claim is bad for non-joinder of necessary party i.e. M/s Aman Security & Detectives, Chandigarh. Workman / AW1 when put to cross-examination by management No.1 admitted as correct that he was deployed by the outsourcing agency with management No.1. The above version of AW1 would support the plea of management No.1 that there is no direct relationship of employer-employee between the management No.1 and workman. AW1 when put to cross-examination by management No.2 stated that he has not worked with management No.2. The aforesaid version of AW1 would support the plea of management No.2 that it has neither engaged nor terminated the services of the workman. Thus, the workman has no cause of action qua the management No.2.

19. Accordingly, issues No.1 & 2 are decided against the workman and in favour of the management No.1 & 2. Issue No.3 is decided in favour of management No.1 and against the workman.

Issue No. 4 :

20. Onus to prove this issue is on the management No.1.
21. Learned ADA for management No.1 did not press this issue, during course of arguments.
22. Accordingly, this issue is decided against the management No.1 and in favour of the workman.

Relief :

23. In the view of foregoing finding on the issues No.1 to 3 above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,

Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

Dated : 01.04.2025 .

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 19th May, 2025

No. 13/1/9771(516324)-HII(2)-2025/7604.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **46/2021** dated **01.04.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

KARAM SINGH S/O SH. PALA SINGH, VILLAGE MALAKPUR, DISTRICT FATEHGARH SAHIB - SIRHIND. (Workman)

AND

1. M/S DAINIK BHASKAR CORPORATION LIMITED, PLOT NO. 280, SARKHEJ GANDHINAGAR HIGHWAY, NEAR YMCA CLUB, MAKARBA, AHMEDABAD, GUJRAT - 380051 THROUGH ITS MANAGING DIRECTOR.
2. DAINIK BHASKAR NEWSPAPER, DAINIK BHASKAR GROUP LIMITED, CHANDIGARH UNIT, PLOT NO. 11-12, GROUND FLOOR, DAKSHIN MARG, SECTOR 25, CHANDIGARH - 160036 THROUGH ITS AGM, HR & ADMN.

AWARD

1. Vide Endorsement No.13/1/9771-HII(2)-2021/4615 Dated 27.04.2021 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the claim application filed by Karam Singh (*here-in-after referred "workman"*) to M/s Dainik Bhaskar Corporation Limited & Another (*here-in-after referred "management"*) under Section 17(1) of the Working Journalists & Other Newspaper Employees (Condition of Service) and Miscellaneous Provisions Act, 1955 (*here-in-after in short referred "Act 1955"*) in following words :-

"Whether the arrears of revision of pay to namely Sh. Karam Singh S/o Sh. Pala Singh, Village Malakpur, District Fatehgarh Sahib - Sirhind (Workman/Applicant) were to be paid by M/s Dainik Bhaskar Corporation, Plot No. 280, Sarkhej Gandhinagar Highway, Near YMCA Club, Makarba, Ahmedabad, Gujarat - 380051 through its Managing Director and Dainik Bhaskar Newspaper, Dainik Bhaskar Group Limited, Chandigarh Unit, Plot No.11-12, Ground Floor, Dakshin Marg, Sector 25, Chandigarh - 160036 through its AGM, HR & Admn. (Managements) according to the recommendations of the Majithia Wage Board and also as per the direction of the Hon'ble Supreme Court of India under The Working Journalists And Other Newspaper Employees (Conditions of Service) And Miscellaneous Provision Act, 1955 and in compliance of the orders dated 28.04.2015, 12.01.2016, 14.03.2016, 23.08.2016 passed by the Hon'ble Supreme Court of India in CCP No.128/2015 and 129/2015 AND WP (Civil) 246/2011 dated 07.02.2014; if so, to what effect and to what relief he is entitled to, if any ?"

2. Upon notice, the workman appeared through his Representative. Briefly stated the averments of claim application are that applicant (*here-in-after 'workman'*) was appointed as Helper on 01.01.2008 by the

management of Dainik Bhaskar. The workman has been allotted employees I.D. No.13575. The workman was promoted as Unit Attendant on 10.02.2014. The workman was drawing ` 13,500/- as wages including all perks and allowances. The workman is a regular employee of the management and posted at Sirhind. There is no complaint against the work and conduct of the workman. The workman is regularly getting all the benefits payable under different acts and provisions. The services of the workman are regulated under the Act 1955. In view of the Majithia Wage Board Recommendations notified on 11.11.2011 in the gazette of Govt. of India, the pay and other allowances of the workman are required to be re-fixed on the basis of revised rate of wages. The workman has got his arrear calculated from Chartered Accountant for the period w.e.f. 11.11.2011 to 01.08.2020, which in total comes to ` 81,51,221/- as per the Majithia Wage Board Recommendations. The workman being a Helper, Unit Attendant falls within the ambit of Group-6, Factory Staff of Schedule-III (grouping of non-journalist newspaper employee, Factory staff mentioned at Page 33 & 37 of the report). The management deliberately did not implement the recommendations of Majithia Wage Board despite regular demand of employees. Prayer is made that the management may be issued direction for implementation of the recommendations of Majithia Wage Board and workman be paid sum of ` 81,51,221/- as arrear of wages along with interest @ 12% p.a. from the date of accrual till actual realisation.

3. On notice, managements No.1 & 2 contested the claim application by filing written statement dated 16.01.2024 wherein it is stated that the workman has filed the present claim petition (*here-in-after 'claim application'*) claiming re-fixation of pay and recovery of ` 81,51,221/- as arrears of pay up to 01.08.2020 on account of implementation of recommendation of Majithia Wage Board vide notification dated 11.11.2011 issued by Central Govt., by raising false allegations and presenting fabricated calculation sheet before this Court. The workman does not fall within the definition of 'workman' as defined under Section 2(s) of the ID Act. The submission of resignation is admitted by the claimant (*here-in-after 'workman'*) himself. It is well settled law that admission is the best evidence. The workman has concealed the material facts. In fact, at the time of leaving the answering managements, after putting the resignation dated 03.08.2022, workman had accepted all the service benefits and received full and final amount along with gratuity from the answering managements and nothing remained pending/due. As such, the workman has no right to contest the present claim application being not maintainable. The copy of resignation, copy of DD of gratuity and copy of full and final cheque is enclosed with the written statement. Besides, the workman has not fulfilled the requirement under Rule 36 of Act 1955. In the absence of fulfilling the conditions precedent for initiating action under Section 17 of Act 1955, no proceedings could have been initiated by the management against the workman. The proceedings in question are void *ab-initio*. The claim application is time barred. The workman has annexed calculation sheet showing turn-over of the management only to get the benefit from the answering management which is a dispute in question of fact and cannot be decided in summary proceedings before this Court. The basis of calculation sheet are not indicated by the workman and the identity of the person who computed the said amount is not revealed. The answering managements do have the spirit to honour the judgment of Hon'ble Supreme Court of India but in the present statement of claim, the workman is not entitled for any benefit in compliance of the judgments delivered by Supreme Court of India. The amount claimed by the workman is based on non-existing right, hence the present claim application is not maintainable. As per the group of the workman and class of newspaper establishment, the workman has received the wages and other benefits more than the Majithia Wage Board Recommendations. The management is paying wages as per Clause 20(j) of Majithia Wage Board Recommendations which is part of the notification and has full force of law and cannot be ignored. The employees were informed about the recommendations and option under Clause 20(j) of Majithia Wage Board by affixing copy of the recommendations of Majithia Wage Board on the

notice board of the company. The management has fully complied with the provisions of the recommendation of Majithia Wage Board notified on 11.11.2011. Workman has voluntarily opted to obtain his existing right and existing emoluments as per Clause 20(j) of Majithia Wage Board but the workman has prepared the calculation sheet whimsically without considering the class of the management Chandigarh Establishment and has also not mentioned the same and has also not put any document to show the calculation of the management Chandigarh Establishment. The D. B. Corp. Ltd. is a group of businesses including Textile, My FM, Digital Media, Real Estate, Power and Denim. As per recommendations of Majithia Wage Board, only the business of newspaper i.e. circulation and advertisement of newspaper shall be counted. Rest of the averments of claim application are denied as wrong and prayer is made the claim application may be dismissed with cost.

4. Replication not filed. From the pleadings of parties, following issues were framed vide order dated 30.07.2024;

1. Whether the arrears of revision of pay to workman were to be paid by the management, according to the Recommendation of Majithia Wage Board and as per the direction of Hon'ble Supreme Court of India under The Working Journalists and Other Newspaper Employees (Condition of Service) and Miscellaneous Provision Act, 1955 and in compliance of the orders of Hon'ble Supreme Court of India in CCP No.128/2015 and 129/2015 and WP (Civil) 246/2011, if so, to what effect and what relief he is entitled to ? OPW
2. Whether the workman does not fall within the definition of 'workman' as defined under Section 2(s) of the ID Act ? OPM
3. Whether the claim application is not maintainable? OPM
4. Whether the present Industrial Dispute Reference is not maintainable? OPM
5. Relief.

5. In evidence, workman Karam Singh examined himself as AW1 and tendered copy of Recommendation of Majithia Wage Board notified on 11.11.2011 vide **Exhibit 'AW1/1'**. It is pertinent to mention here that initially on 11.09.2024, Learned Representative for workman closed evidence. Later on, it came to the notice that the testimony of AW1 was recorded in ex-parte evidence and opportunity to cross-examine the witness was not provided to the management. Vide order dated 03.02.2025, the management was provided an opportunity to cross-examine AW1 and cross-examination of AW1 was recorded on 18.03.2025. Thereafter, Learned Representative for workman closed evidence in affirmative on 18.03.2025.

6. On the other hand, management examined MW1 Avdhesh Gaur who tendered his affidavit Exhibit 'MW1/A' along with documents i.e. copy of his identity card vide **Exhibit 'M1'**, authorisation letter dated 17.10.2024 issued in his favour vide **Exhibit 'M2'**, resignation letter dated 03.08.2022 along with acceptance dated 03.08.2022 vide **Exhibit 'M3'**, hardcopy of e-mail dated 19.08.2022 vide **Exhibit 'M4'**, copy of full and final slip for the month of August 2022 vide **Exhibit 'M5'**, copy of full and final receipt dated 26.08.2022 vide **Exhibit 'M6'**, copy of cheque No.684948 dated 23.08.2022 issued in favour of Karam Singh, drawn on IDBI Bank vide **Exhibit 'M7'**, copy of gratuity claim form dated Nil vide **Exhibit 'M8'**, copy of demand draft No.017906 dated 06.09.2022 regarding payment of gratuity in favour of Karam Singh, drawn on IDBI Bank vide **Exhibit 'M9'**, copy of declaration form dated 15.11.2011 vide **Exhibit 'M10'**, copy of

balance sheet of Dainik Bhaskar, Chandigarh as on 31.03.2008 vide **Exhibit 'M11'**, copy of balance sheet of Dainik Bhaskar, Chandigarh as on 31.03.2009 vide **Exhibit 'M12'**, copy of balance sheet of Dainik Bhaskar, Chandigarh as on 31.03.2010 vide **Exhibit 'M13'**, copy of certificate of Registration of Newspaper for India (RNI) of Chandigarh vide **Exhibit 'M14'** and certificate under Section 63 of BSA in support of e-mail dated 19.08.2022.

7. It is pertinent to mention here that during cross-examination MW1 placed on record copy of wage comparison record of the workman Karam Singh vide **Exhibit 'M15'**.

8. Learned Representative for management closed oral evidence on 16.01.2025 and closed documentary evidence on 03.02.2025.

9. When the case was at the stage of rebuttal evidence, parties effected compromise. On dated 01.04.2025, Avdhesh Gaur - Deputy Manager, H.R. & Admin, Dainik Bhaskar got recorded his statement which is reproduced as below :-

"Stated that the management has arrived at settlement with the workman. As per the settlement, I hereby tender amount of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) by way of A/c Payee Cheque bearing No.707426 dated 29.03.2025 drawn on IDBI Bank in favour of workman - Karam Singh, towards full and final settlement. Copy of the above cheque is Exhibit C-1."

The statement of Avdhesh Gaur was counter-signed by his Representative.

10. On the other hand, on 01.04.2025, workman Karam Singh got recorded his statement which is reproduced as below :-

"Stated that I have heard the statement of Shri Avdhesh Guar, Deputy Manager - H.R. & Admin, Dainik Bhaskar got recorded by him today in the Court and I agree with the same. I have received amount of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) by way of A/c Payee Cheque bearing No.707426 dated 29.03.2025 drawn on IDBI Bank in my favour towards full and final settlement. Self-attested copy of my aadhar card is Exhibit C-2. I do not press the present statement of claim/Industrial Dispute Reference being settled. The same may be disposed off accordingly."

The statement of workman was counter-signed by his Representative.

11. Heard. In view of the above statements, this industrial dispute is disposed off settled by way of compromise. In view of the compromise, the issues No.1 to 4 have become redundant, thus stands disposed off accordingly. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,

Union Territory, Chandigarh.

UID No. PB0152

Dated : 01.04.2025 .

Secretary Labour,
Chandigarh Administration.

CHANGE OF NAME

I, Bhuvneshwar S/o Thakuri Rana R/o # 202, Dhanas, Chandigarh, I have changed my name from Bhuvneshwar to Bhuneshwar Vishwakarma.

[829-1]

I, Priyanka D/o Sh. Kalka Parsad, Resident of House No. 4746/3, Sector 38 West, Chandigarh, inform that in my Matriculation Certificate Roll No. 2311461 and 10+2 Certificate Roll No. 2787593 my father name wrongly recorded Kalka Prasad. My Father Correct name is Kalka Parsad.

[830-1]

I, Rajni D/o Balbir Chand W/o Ravinder Kalia R/o # 1607, Sector 7-C, Chandigarh, have changed my name to Rashmi.

[831-1]

I, Megha Verma # 347, Daria UT Chandigarh-160101, have changed my name to Megha Sharma.

[832-1]

I, Satish S/o Rajinder Kumar R/o # 5012, Sector 38 West, Chandigarh, have changed my name to Satish Kumar.

[833-1]

I, Manak Sharma, S/o Sh. Mohinder Pal Sharma, and my wife Komal Sharma, W/o Sh. Manak Sharma, both residents of H. No. 2096/2, Sector 45-C, Chandigarh, hereby declare that we have changed the name of our minor son from Moksh Sharma to Teryaaksh Sharrma. He shall henceforth be known by his new name, Teryaaksh Sharrma, for all official and legal purposes.

[834-1]

I, Reeta W/o Baldev Singh, R/o # 5213/A, Sector 38 West, Chandigarh, declare that I have changed my name Reeta to Rita for all future purposes.

[835-1]

I, Sudha Kumari Saini W/o Joginder Singh R/o 2362/2, Mariwala Town Manimajra, Chandigarh, have changed my name from Sudha Kumari Saini to Sudha Saini.

[836-1]

I, Binda Devi W/o Kailash Singh # 650, Phase-1, Chandigarh, have changed my name to Bindu Devi.

[837-1]

I, Kalka Parsad Yadav S/o Gur Parsad, Resident of House No. 4746/3, Sector 38 West, Chandigarh, have changed my name from Kalka Parsad Yadav to Kalka Parsad.

[838-1]

I, Sharma Megha AshniKumar *alias* Sharma Megha *alias* Megha Sharma D/o AshniKumar Brahmanand Sharma and Wife of Akshay Handa, Resident of H. No. 355/1, Sector 41-A, Chandigarh, do hereby solemnly affirm and declare that I have changed my name from Sharma Megha AshniKumar to Megha Handa after marriage.

[839-1]

I, Manoj Kumar S/o Man Singh R/o # 470, Dainik Bhaskar Colony, Sector 25-D, Chandigarh, I have changed my name from Manoj Kumar to Simran.

[840-1]

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."